

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Fire and Rescue

Council Meeting Date: 4/25/2013

Department Contact: Howard McFarlen

Phone # 6767

Contract or Agreement: Agreement between the City of Huntsville and the Alabama Fire College and Pe...

Document Name: Agreement between the City of Huntsville and the Alabama Fire College and Personne...

City Obligation Amount:

Total Project Budget:

Uncommitted Account Balance:

Account Number:

Procurement Agreements

<u>Select...</u>	<u>Select...</u>
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Grant-Funded Agreements

<u>Select...</u>	Grant Name:
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Department	Signature	Date
1) Originating	<i>AW McFarlen</i>	4-18-13
2) Legal	<i>[Signature]</i>	4-19-13
3) Finance	<i>[Signature]</i>	4/20/13
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 4/25/2013

Action Requested By:
Fire and Rescue

Agenda Item Type
Resolution

Subject Matter:

Agreement between the City of Huntsville and the Alabama Fire College and Personnel Standards Commission.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to periodically enter into a Regional Training Center Agreement between The City of Huntsville and the Alabama Fire College and Personnel Standards Commission.

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

Associated Cost:

Budgeted Item: Not applicable

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: AW McFarlin Jr

Date: 4-19-13

RESOLUTION NO. 13-_____

WHEREAS, the Alabama Fire College and Personnel Standards Commission (the Fire College) provides training and certification for firefighters in Alabama; and

WHEREAS, the Fire College offers training at various locations throughout the state; and

WHEREAS, the Fire College desires to periodically offer training at various locations owned by the City of Huntsville; and

WHEREAS, the Fire College enters into the "Regional Training Center Agreement" attached hereto as Exhibit "A", with the owners of facilities where it conducts training; and

WHEREAS, the City of Huntsville desires to periodically enter into the said Regional Training Center Agreement with the Fire College;

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama that the Chief of the Fire and Rescue Department may periodically enter into the "Regional Training Center Agreement" attached hereto as Exhibit "A" with the Alabama Fire College and Personnel Standards Commission; and

BE IT FURTHER RESOLVED by the City Council of the City of Huntsville, Alabama that the Fire and Rescue Department shall select the ""Cash Payment" option i the "Payment Terms" of the Agreement.

ADOPTED this the _____ day of _____, 2013.

President of the City Council of the
City of Huntsville, Alabama

APPROVED this the _____ day of _____, 2013.

Mayor of the City of
Huntsville, Alabama

REGIONAL TRAINING CENTER AGREEMENT

This agreement ("Agreement") is hereby made and entered into on the ____ day of _____, 20____ by and between the **Alabama Fire College and Personnel Standards Commission** ("Fire College") and _____ ("City"), an Alabama municipality.

WHEREAS, the Fire College has requested and agreed to utilize the premises located at _____ (the "Facility") to provide classroom space and associated facilities for training use scheduled from _____, 20____ through _____, 20____, ("term"), as more particularly described on Exhibit A hereto.

NOW, THEREFORE, considering the above, the parties agree as follows:

SECTION 1. USE OF FACILITY ALLOWED; CLASS REGISTRATION, PARTICIPATION AND SCHEDULING; TUITION; INSTRUCTORS. City agrees to allow Fire College the use of the Facility to provide a training area for the Class during the term set forth herein. Fire College will be responsible for all scheduling and registration of classes and training therein. Only the Fire College may schedule non-Departmental Delivery training courses (as defined by the Fire College) if the trainee is to obtain certification. City agrees that such Class will be open to any student enrolled therein by the Fire College and will not be solely limited to City participants, unless otherwise agreed herein. Tuition from Class participants shall be collected and shared between the parties hereto as set forth in Exhibit A hereto. Fire College must approve any and all Class instructors.

SECTION 2. EQUIPMENT. Equipment for the Class will be provided as set forth in Exhibit A hereto. In the event that City agrees to provide certain Class equipment as further delineated on Exhibit A, then the Fire College reserves the right to approve all equipment types and quantities to be used in the Class if the Class participants are to obtain certification. However, the City is responsible for all maintenance of such equipment and for the safety and fitness of purpose for any equipment owned by the City and used in the Classes.

SECTION 3. COMPENSATION. The Fire College shall be compensated for all services performed and/or goods or materials supplied by the Fire College pursuant to this Agreement. Likewise, the City shall be compensated for Facility space provided by the City pursuant to this Agreement. The amount of such compensation shall be specifically set forth in Exhibit A hereto.

SECTION 4. CLASS SIGNAGE. City will permit the Fire College to place signs at the Facility to direct students to Class events. Fire College agrees that any such sign will comply with City sign regulations and that each sign shall be at the expense of the Fire College. In the event that the City desires to place signage at the Facility related to the Class, the Fire College must approve (in advance of the placement of the sign) the use of the Fire College's name and logo on any such sign(s).

SECTION 5. INDEMNIFICATION FOR CITY AND FIRE COLLEGE. It is agreed that individual Class participants shall release, indemnify and save City and Fire College harmless from any claims made by any person, firm or corporation against City and Fire College for injury to the participant's property or person arising directly or indirectly out of the Class.

SECTION 6. CANCELLATION AND TERMINATION OF AGREEMENT. This Agreement may be cancelled and/or terminated at any time, with or without cause, by either party hereto upon giving seven (7) days written notice to the other party as provided herein. Otherwise, this Agreement shall expire at midnight on _____.

IN WITNESS WHEREOF, the undersigned have entered into this Agreement on the date first written above.

**ALABAMA FIRE COLLEGE AND
PERSONNEL STANDARDS COMMISSION**

By: _____
Its: Executive Director

CITY

By: _____

Name: _____

Its: _____

EXHIBIT A

1. Fire College shall provide _____ hours of instruction to City for the Class as set forth below. Such instruction will be given at the following location(s) and at the following times(s).

Class Title(s): _____

Class Location: _____

Class Dates: _____

Class Hours: _____

Class Instructor: _____

2. Personnel, supplies, equipment, props, and expertise necessary to comply with all provisions, stipulations, terms and conditions of this Agreement and the implementation of the Class on site at the Facility shall be provided as set forth below. If not specifically delineated, such personnel, supplies, equipment, props, and expertise shall be provided by the Fire College.

(a) **EQUIPMENT:** (initial applicable provisions)

_____ (i) Fire College will supply all equipment needed for the Class, excepting any equipment listed in 2(a)(ii) herein.

_____ (ii) City will supply the following equipment for the Class:

(b) **INSTRUCTORS :** (initial applicable provisions)

_____ (i) Fire College will provide all instructors for the Class excepting any instructors to be provided by the City as listed in 2(b)(ii) herein.

_____ (ii) City will supply the following instructors for the Class:

(c) **SPECIAL AGREEMENT TERMS:** _____

(d) **FINANCIAL/REVENUE SHARING:** The Class tuition collected by the Fire College for the Class during the term of this Agreement shall be divided between the parties hereto as indicated below: **(initial applicable provision)**

- a. Instructional costs for each class will be deducted from gross revenue and paid to each organization based on the number of instructors provided. Instructional costs will be paid based on the current Fire College scale.
- b. 70% of remaining revenue will be paid to the Fire College for administrative overhead and 30% will be paid to the host agency for use of the facility and equipment.
- c. Certain courses might require a separately-negotiated division of revenue based on the increased need for consumable supplies or other specialized resource requirements.

(e) **PAYMENT TERMS TO CITY FOR COST SHARING AMOUNTS (initial applicable provision(s):**

_____ a. **IN KIND PAYMENT THROUGH TRAINING PROPS.** City agrees to accept training props as specifically set forth herein in return for cost sharing amounts owed to the City by the Fire College.

- i. Fire College will provide all labor, tools, incidental materials and supplies for construction of training props, more particularly described as follows:

- ii. Fire College shall complete all construction of the training props within _____ months from the date of this Agreement. Fire College will secure any permits necessary and construct training props in accordance with any applicable codes.

- iii. Title to the training props shall be transferred to the City following the termination of this Agreement.

_____ b. **CLASSROOM TUITION CREDIT.** City agrees to accept classroom tuition credit in an amount equal to the financial/revenue sharing amount (set forth in (d) above) that is due to the City from the Fire College. This amount shall be allocated as follows:

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- _____ c. **CASH PAYMENT.** City desires to obtain any financial/revenue sharing amounts to which it is due in (d) above as a cash payment. This amount shall be paid by the Fire College to the City no longer than forty five (45) days from the date of receipt of the last Class tuition payment.